

IndyMac Mortgage Services Loan No.: [REDACTED]

Fannie Mae Loan No.: [REDACTED]

Reference No.: [REDACTED]

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**LOAN MODIFICATION AGREEMENT**

This Loan Modification Agreement ("Agreement"), made on December 21, 2012 between Martin A. Maniaci ("Borrower") and IndyMac Mortgage Services ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), and Timely Payment Rewards Rider, if any, dated 6/13/2003 and recorded on 6/26/2003 in Book or Liber \_\_\_\_\_, at page(s) \_\_\_\_\_, or Instrument or Document No. 2003R039007 of the Records of LAKE, OH (County and State or other jurisdiction) and the Note, bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property" located at 9321 Creekwood Dr, Mentor, OH 44060, the real property described being set forth as follows:

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of December 21, 2012, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$130,432.72 consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts due and owing thereunder.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 4.87500%, from 1/1/2013, and Borrower promises to pay monthly payments of principal and interest in the amount of U.S. \$618.18, beginning on 2/1/2013, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. The yearly rate of 4.87500% will remain in effect until principal and interest are paid in full. If on 1/1/2053 (the "Maturity Date"), Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full on the Maturity Date.

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount	Total Monthly Payment	Payment Begins On	Number of Monthly Payments
1 - 40	4.87500%	1/1/2013	\$618.18	\$439.30, may adjust periodically	\$1,057.48, may adjust periodically	2/1/2013	480

Any prior waiver by Lender of Borrower's obligation to pay to Lender Funds for any or all Escrow Items is hereby revoked, and Borrower has been advised of the amount needed to fully fund the Escrow Items. Lender shall set aside a portion of Borrower's new monthly payment in an escrow account for payment of property taxes, insurance premiums and other required payments as described in the Security Instrument. Lender shall draw on this escrow account to pay real estate taxes, insurance premiums and other escrowed assessments as they become due. Your initial monthly escrow payment will be \$439.30. This amount, and thus your monthly payment, may change if your taxes, insurance premiums or other required payment amounts change.

3. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument without further notice or demand on Borrower.

4. Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note, including, where applicable, the Timely Payment Rewards rate reduction, as described in paragraph 1 of the Timely Payment Rewards Addendum to Note and paragraph A.1. of the Timely Payment Rewards Rider. By executing this Agreement, Borrower waives any Timely Payment Rewards rate reduction to which Borrower may have otherwise been entitled; and

(b) all terms and provisions of any adjustable rate rider, or Timely Payment Rewards Rider, where applicable, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note

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or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Borrower understands and agrees that:

(a) All the rights and remedies, stipulations, and conditions contained in the Security Instrument relating to default in the making of payments under the Security Instrument shall also apply to default in the making of the modified payments hereunder.

(b) All covenants, agreements, stipulations, and conditions in the Note and Security Instrument shall be and remain in full force and effect, except as herein modified, and none of the Borrower's obligations or liabilities under the Note and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the Note and Security Instrument, whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against any property or any other persons in any way obligated for, or liable on, the Note and Security Instrument are expressly reserved by Lender.

(c) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument.

(d) All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender.

(e) Borrower agrees to make and execute such other documents or papers as may be necessary or required to effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower.

\_\_\_\_\_(Seal)      Date \_\_\_\_\_  
Lender

By: \_\_\_\_\_

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*Martin A. Maniaci*

Martin A. Maniaci

(Seal)

Date 1-29-13

*Deborah L. Maniaci*

Deborah L. Maniaci

(Seal)

Date 1-29-13

\_\_\_\_\_[Space Below This Line For Acknowledgment]\_\_\_\_\_



**NOTARY SECTION**

STATE OF OH )  
 ) ss.:  
COUNTY OF LAKE )

On the 29<sup>th</sup> day of January in the year 2013 before me, the undersigned, a Notary Public in and for said State, personally appeared Martin A. Maniaci and Deborah L. Maniaci, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person on behalf of which the individual(s) acted, executed the instrument.

Beth A. Curtis  
Notary Signature  
Beth A. Curtis  
Notary Printed Name

Notary Public; State of Ohio  
Qualified in the County of Crawford  
My commission expires: 9-19-2016  
Official Seal:



BETH A CURTIS  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 9/19/2016

